

Claims 1 and 2 remain pending in this application and have been rejected under 35 U.S.C. 102(b) as anticipated or, in the alternative, under 35 U.S.C. 103(a) as obvious over Shinaga et al.

As can be seen from the enclosed translation of the Shinaga reference, Shinaga does not disclose any range for slit length, spacing between slits or ratio for slit length to spacing between slits. There is no mention of slit length as a parameter in the construction of a flat tube heat exchanger and only an allusion to the spacing between slits being a predetermined length. Therefore, Shinaga does not disclose all elements recited in claims 1 and 2 and therefore Shinaga does not anticipate claims 1 and 2.

It is respectfully asserted that it is only with the benefit of hindsight that one could conclude that the Shinaga reference renders the invention as recited in claims 1 and 2 obvious. Assuming, *arguendo*, that it is obvious for one in the art to optimize the flat tube heat exchanger parameters (i.e. slit length and spacing between slits) for purposes of finding good brazing performance, it would not be obvious that one could concurrently optimize workability. As can be seen by the data table in the specification there are many instances where the parameters provide acceptable brazing performance but unacceptable workability. There is no suggestion in the prior art and there is no common sense reason that a person having ordinary skill in the art would expect that one could concurrently optimize both brazing performance and workability. The reverse is also true, assuming, *arguendo*, that it is obvious for

one in the art to optimize the flat tube heat exchanger parameters for purposes of workability it would not be obvious that one could concurrently optimize brazing performance.

Furthermore, it is not obvious that there would be a ratio of the spacing of slits to slit length above which both workability and brazing performance are optimized. The concurrence of optimization of both workability and brazing performance being related to a ratio of the two parameters is a really surprising and unexpected result.

Applicant respectfully requests a one month extension of time for responding to the Office Action. The fee of \$60 for the extension is provided for in the charge authorization presented in the PTO Form 2038, Credit Card Payment form, provided herewith.

If there is any discrepancy between the fee(s) due and the fee payment authorized in the Credit Card Payment Form PTO-2038 or the Form PTO-2038 is missing or fee payment via the Form PTO-2038 cannot be processed, the USPTO is hereby authorized to charge any fee(s) or fee(s) deficiency or credit any excess payment to Deposit Account No. 10-1250.

In light of the foregoing, the application is now believed to be in proper form  
for allowance of all claims and notice to that effect is earnestly solicited.

Respectfully submitted,  
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